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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**FILED**

DEC 14 2006

Judge Blanche M. Manning  
United States District Court

RAFAEL DELGADO,

Plaintiff,

vs.

No. 05 C 7176

CITY OF CHICAGO, ILLINOIS, CHICAGO)

POLICE OFFICER RON NORWAY, )

CHICAGO POLICE OFFICER MICHAEL )

PARKER, and ONE UNKNOWN )

CHICAGO POLICE OFFICER )

Defendants. )

Judge Manning

**RELEASE AND SETTLEMENT AGREEMENT**

Plaintiff, Rafael Delgado, by one of his attorneys, Jeffrey B. Granich, defendant, City of Chicago, by its attorney, Mara S. Georges, Corporation Counsel of the City of Chicago, and defendants Ronald Norway and Michael Parker, by one of their attorneys, Mary S. McDonald, herein stipulate and agree to the following:

1. This action has been brought by plaintiff, Rafael Delgado, against defendants, City of Chicago, and Ronald Norway and Michael Parker, and makes certain allegations contained in plaintiff's amended complaint.
2. Defendants deny each and every allegation of wrongdoing as stated in plaintiff's amended complaint, and further, deny liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further



expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiff under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiff, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiff does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against the individual defendants, Ronald Norway and Michael Parker, and the City of Chicago, and its future, current or former officers, agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.


9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

10. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

11. In entering into this Release and Settlement Agreement, plaintiff represents that he has relied upon the advice of his attorney, who is the attorney of his own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to him by his attorney, and that those terms are fully understood and voluntarily accepted by plaintiff. Plaintiff also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that he and his attorney have the sole right and exclusive authority to execute

this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

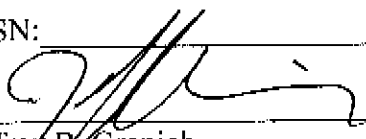
12. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

  
Rafael Delgado, plaintiff

Address: 1122 Evergreen  
Glendale Heights, IL

Date of birth: 11/22/85

\*SSN:

  
Jeffrey B. Granich  
Attorney for plaintiff,  
Rafael Delgado  
53 W. Jackson Blvd.  
Chicago, Illinois 60604  
(312) 939-9009  
Attorney No. 029445


DATE: 11/30/06

\*Providing SSN is voluntary

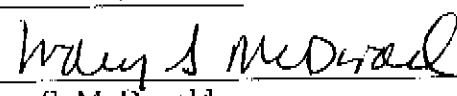
City of Chicago  
a Municipal Corporation

Mara S. Georges  
Corporation Counsel  
Attorney for City of Chicago

BY:

  
Stephen P. Baker  
Assistant Corporation Counsel  
30 North LaSalle Street  
Suite 900  
Chicago, Illinois 60602  
(312) 744-9332  
Attorney No. 06274505

DATE:

12/7/06  
  
Mary S. McDonald  
Assistant Corporation Counsel  
Attorney for defendants,  
Ronald Norway and Michael Parker  
30 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602  
(312) 744-8307  
Attorney No. 06199995

DATE: 12/8/06